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## **RULES AND REGULATIONS**

**Approved November 7, 2019**





## **Policies and Procedures**

(All terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Residences' at Sandpearl Resort Condominium Association, Inc.)

The rules and regulations hereinafter enumerated (the "Rules and Regulations") as to the Condominium Property, the Building, the Common Elements, the Units, and the Condominium in general shall apply to and be binding upon all Owners and lessees except as otherwise expressly provided herein. The Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, contractors, lessees, licensees and employees for whom they are responsible and over whom they exercise control and supervision. Each owner and its lessees, guests, families, invitees, contractors, licensees and employees shall be jointly liable to the Association for any violation hereof by and/or any damage or injury caused by Owner or Owner's lessees, guests, families, invitees, contractors, licensees and employees. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to the terms hereof and the terms of the Declaration, the Articles of Incorporation, the Bylaws and other applicable laws. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover any and all court costs incurred, together with reasonable attorney's fees against any person violating these Rules and Regulations, or the Declaration. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

The Board of Directors reserves the right to change, modify or amend these Rules and Regulations from time to time as deemed necessary.

## **COMMON AREAS**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed or used for any purpose other than ingress and egress to and from the Condominium Property; no item of personal property shall be left except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Unit or inside their assigned storage locker. Residents may display seasonal or holiday appropriate door wreath on their Unit door provided no nails, screws, or other fasteners which would penetrate the door surface are used.
3. All balconies must be kept neat and orderly, and each Unit Owner is responsible for the cleanliness of his balcony. Patio type furniture, plants, and folding chairs are permitted on balconies. Live plants must either be in leak-proof container or with saucer beneath.



Owners and occupants may display tasteful, temporary holiday decorations. Any other items must have prior written approval of the Board of Directors.

4. No usage or storage of gas or charcoal grills is permitted on balconies.
5. No Unit Owner or occupant shall permit anything to fall from a window, balcony or door of the Condominium Property; including, but not limited to, cigarettes, cigars, balls, shooting of BB Guns or Pellet Guns, or Sling shots, etc. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, or other portions of the Common Elements.
6. No garbage, refuse, trash or rubbish shall be deposited or stored anywhere other than the Trash Chute which is located in the center of each floor. Don't leave trash bags in the hallway. All trash is required to be placed in a Plastic Trash Bag and tied, PRIOR to placing in the trash chute. The requirements of the City of Clearwater providing trash removal services for disposal or collection shall be complied with. Recycling Bins are located on the first floor Phase I, First Floor directly outside of the exit door Phase II. All plastic bottles are to be rinsed out prior to disposing of. All equipment (recycling bins, dumpsters) for storage or disposal of such material shall be kept in a clean and sanitary condition.
7. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The General Manager shall be solely responsible for directing and supervising employees of the Association.
8. No major mechanical repair of vehicles shall be made on the Condominium Property. Non-mechanical routine maintenance such as vacuuming or washing/waxing, jump starting or changing a flat tire is permitted.
9. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, or operate or permit to be operated a stereo, television, radio or sound emitting device in his unit or on his balcony in such a manner as to unreasonably disturb or annoy other residents.
10. No radio or television, mechanical or electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
11. No sign, advertisement, notice, or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property (including bulletin boards), except signs used or approved by Board of Directors. No lettering on vehicles with exceptions that of a vehicles' make or model, parking stickers/permit, Clubs and College or University logos.



12. No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any Unit, or on the Common Elements (including storage lockers). With exceptions of household items including but not limited to rubbing alcohol, nail polish and nail polish remover, aerosol cans, non-dairy creamer, flour, linseed oil, turpentine, paint thinner, gas used for cooking torch, etc.
13. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnish the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. This will also apply if owner or occupant are absent for a period of longer than 5 days, due to the wind and storms that occur.
14. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building. All Curtains and drapes (or linings thereof) which face exterior windows or glass doors of Units shall be subject to PRIOR approval by the Board of Directors, but generally shall be a shade of white or off-white.
15. No air conditioning unit may be installed (in different location other than original design) by Unit Owner or occupant. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
16. No exterior antennae shall be permitted on the Common Elements or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communication systems.
17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and full compliance by them with all Rules and Regulations of the Association. Loud noises that can be heard in any other residential Unit will not be tolerated. All children under twelve (12) years of age must be accompanied and supervised by a responsible adult when entering and/or utilizing the Common Elements and recreational facilities, this includes the Billiard Room and Pool area.
18. Bathers are required to wear footwear and cover their bathing suits (shirts, cover ups, shoes) in all enclosed recreational facilities, including but not limited to: Lobby Areas, Elevators, Exercise Room, Community Room, etc., and all other Common Areas at all times, other than in the Swimming Pool, Spa, surrounding deck areas, and common showers.
19. Smoking is prohibited in all indoor areas of the Common Elements (including both garage levels).



20. Feeding of wild birds is **NOT PERMITTED** anywhere on the Association property.
21. A lost-and-found will be maintained by Management and all items are stored at the Concierge Desk. Residents who lose or find articles of personal property on the condominium grounds are encouraged to contact the Property Manager.
22. There will be no propping of any doors open to allow non-registered guests on the property.

### PARKING AREAS

1. Each Unit will be assigned at least one covered parking space. These spaces are reserved for the exclusive use of the Units they are assigned to.
2. Parking is NOT permitted on the ramp or in traffic lanes.
3. All moving vans must park in designated areas so as not to block accessibility of the building.
4. Only one vehicle is allowed per parking space. For second vehicle park in the Guest Parking Space located on the second floor garage.
5. No commercial vehicle, camper, mobile home, recreational vehicle, or boat or other trailers (including personal water crafts) shall be kept on the Condominium Property. "Commercial vehicles" shall mean those that have visible Company signage, coloring or logos (of the owner or operator), visible tools, inventory or equipment, and use in a trade or business. In general, vehicles shall have no more than four (4) wheels, two (2) axles, and be no longer than 17 feet. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. This shall not prohibit the parking of otherwise prohibited vehicles in the course of providing services to the Condominium Property, Residents, or the Association.
6. Each vehicle will be issued a decal that is to be placed on the left side (driver side) of the windshield. Number of decals issued is 2. Additional vehicle decals for family members must be approved by the board.
7. You are required to park in Condominium Parking Spaces only. Parking in the Resort Parking Spaces, on the 1st-first floor is subject to the towing policy. Guest parking spaces on the first floor shall not be used for storage of vehicles. Owners parking in the guest parking spot on the first floor should not exceed 48 hours. Vehicles in violation may be towed at the vehicle owner's expense.



8. Guest spaces for temporary visitors/guests are limited to 6 per unit. This includes vehicles for private parties. Additional parking is available at the hotel valet, city parking garage or street metered parking.

## **MOTORCYCLES**

Motorcycles may be considered on a case-by-case basis by the Board of Directors using the following guidelines:

1. Must be operational, in good condition, and have a current tag and registration.
2. No motorized dirt bikes or similar recreational motor bikes are allowed.
3. Must be used for personal/family purposes.
4. Must have acceptable decibel level (no louder than a regular passenger automobile) so as not to be disruptive to other residents.

## **BICYCLES**

All bicycles that are stored must be registered with the Concierge. A photo along with a detailed description is required. Only residents who have bicycles stored will receive a key to the Bicycle room.

## **GROCERY AND LUGGAGE CARTS**

1. Return all carts to the 2nd floor parking area immediately after use. NO cart should be kept in units.
2. Do not leave carts in the hallway or in an elevator.
3. In Building 1 Luggage Carts are to be used in the Service Elevator only.



### EXTENDED ABSENCE FROM UNIT

Residents who plan to be absent from their unit for more than 48 hours must shut off the Main Water Supply Valve in order to prevent possible flooding of units should a leak occur. The staff will assist if residents are unable to turn off the water valves.

### ACCESS FOBs AND REMOTE CONTROLS

1. Initially Unit Owners of The Residences at Sandpearl Resort will receive two (2) building access fobs, and two (2) entry gate remote controls. Lost remotes or Fobs must be reported to the Manager immediately so they can be deactivated. If a homeowner breaks or loses his remote control, the lost or broken remote or FOB must be deactivated in order to get a new one by purchasing from the Association.
2. Remote controls are for residents only. They are not to be provided to residents' friends, relatives, guests, etc. The Association reserves the right to deactivate any remote control they suspect has been provided to an unauthorized person. A guest who has been registered with the Association may obtain a temporary use access fob from the Concierge. A refundable deposit of \$100 is required. Temporary use access fobs that are not returned will be deactivated, and the deposit will be retained by the Association.
3. When more than two persons reside together as an immediate family in a Residence at Sandpearl Resort Unit, additional access fobs may be purchased from the Association at a cost of \$25 per fob. Each unit is only allowed to have a maximum of four (4) fobs total. Any additional fobs will require Board approval.
4. Each resident may have his or her own building access fob with the understanding that the Fob is not given to any other person or friend, etc.
5. It is the responsibility of the Unit Owner who leases his Unit to provide the lessee with 2 assigned access fob. Unit Owner's fobs and remote controls which are not given to lessee will be deactivated for the duration of the rental period.



## GUESTS

1. **Guests staying in a unit without the presence of the owner.** (THIS APPLIES TO LESSEE'S AS WELL) This will be referred to as Non-Occupied Unit by Owner. The number of "Guest Visits" while the Owner/Lessee is not present will be 2 times in a calendar year (additional "guest visits" must be approved by the board) this does not include "Family" as defined in the Declaration of Condominium. Submit Family Documentation in advance of their arrival. This documentation will need to have a photo attached. "Guests" arriving without the proper documentation as well as "Guests" arriving over the limit of visits will not be permitted on the property and will be considered as trespassers.
2. **Expecting Guests/Vendors:** Contact Concierge in advance of your "Guests" arrival. All "Guests" are required to sign in with the Concierge and show a copy of their drivers' license. Guests who do not sign in with the Concierge, including, but not limited to, will be reported to Management and the Compliance Committee and could be barred from the property. Florida Statutes 720.305 (2) (a) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

## SWIMMING POOL AND SPA

1. Hours of operation are **7:00 a.m. to 11:00 p.m.** with short daily closures for routine cleaning and maintenance. Residents and their guests use the swimming pool at their own risk, as no lifeguard will be on duty.
2. Children under the age of 12 **must have adult supervision**, which can swim, at all time while in the pool area, pool or spa, Pinellas County Health Department.
3. Persons using the pool/spa do so at their own risk and should consult their physician prior to use. Maximum use of the Spa is 15 minutes (PCHD).
4. No running on pool deck.
5. No water balloons are permitted on the pool deck.



6. No glass containers or pets are permitted in the pool or on the pool decks.
7. Food and beverages are prohibited in the pool and on the pool wet deck area, (approx. 6 feet from pool).
8. No cut-off jeans or walking shorts may be substituted for swimwear.
9. No one is allowed in the pool with an open cut or skin infection.
10. Cover deck furniture with a towel when using suntan lotion or oil.
11. No substances such as soap, shampoo, or chemical products can be used in the pool or spa.
12. All persons must shower to remove all lotions, oils, and/or soap residue before entering the swimming pool or spa.
13. Deck furniture is not to be removed from the pool area. Deck furniture cannot be reserved. Please return deck furniture and tables to their original positions after use.
14. Incontinent persons who are not toilet trained must wear tight fitting rubber briefs/pants, designed to protect against leakage while in the pool.
15. Bathing load as posted for the pool and spa must be observed.
16. Flotation devices designed as swim aids are permitted. Swimmers are encouraged to use flotation devices in a courteous fashion, not to infringe on use of pool by other swimmers. Noodles are permitted for all and small flotation rings for children are permitted.
  - Rafts and large flotation devices are not permitted in the pool or spa
  - All flotation devices are not permitted in the spa.
17. Absolutely **NO DIVING** in the pool at any time.
18. Pets are not permitted outside 3rd floor common area, (pool area, grill area, tables and sitting area).
19. Cabanas: Only one cabana per unit is permitted. Cabanas are allowed to be left unattended for maximum of 1 hour.

### SOCIAL ROOM / COMMUNITY ROOM



The Social Room and all equipment are for the use and enjoyment of all residents. Use Standards have been established so that residents may share the facilities in cooperation with each other.

1. The Social Room will be available for use between the hours of 6:00 a.m. and 11:00 p.m. The Social Room is available for registered parties between the hours of 11:30 a.m. and 11:00 p.m.
2. Residents are required to inform concierge if they plan to utilize the kitchen area.
3. All parties are required to submit a separate party agreement prior to the event, see management for further details. A group of 8 persons (including owners) maximum is allowed. A group of 9 persons (including owners) or more constitutes as a party.
4. Parties are not permitted during or on all Federal public/legal holidays; this includes the day before the holiday.
5. **Party's guest(s) and their children are not permitted to use the pool or pool deck area, spas, steam room or the sauna during the party.**
6. Each owner is permitted to have 2 parties in any calendar year. Any additional parties must be approved by the Board of Directors. Owner **MUST** be present for the party. Lessee's who have a lease for less than 90 days will not be permitted to hold a party.
7. Children are the direct responsibility of their parents or legal guardians, including supervision of them while within the Social Room, and including full compliance by them of the rules and regulations of the Association. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the Social Room unless engaged in a supervised activity.
8. Food left in the refrigerator will be disposed of on a daily basis. No alcoholic beverages are permitted to be left unattended in the refrigerator at any time.
9. Coffee is available from 6:00 a.m. - 11:00 a.m. on Saturday and Sunday and from 6:00 a.m. – 10:00 a.m. on Monday through Friday. This is for all residents and occupants to enjoy and to meet other residents.
10. The tables directly outside the community room under the white lattice may be used for a private party which has been scheduled and approved in advance.
11. Wet Bathing Suits or barefeet are not permitted in the Community Room. A shirt and adequate clothing are required to be worn in the Community room.
12. **All Parties** require a **Private Party Agreement** and management will review the details with the unit owner.



13. A deposit will be required for all parties and **additional fees may apply**. Please see private party agreement for details.

### FITNESS CENTER

The Fitness Center and all equipment are for the use and enjoyment of all residents. Use Standards have been established so that residents may safely share the facilities in cooperation with each other.

1. **USE EQUIPMENT AT YOUR OWN RISK**
2. The Fitness Center will be open from **7:00 a.m. to 11:00 p.m.** Access or use of the fitness center at any other time is prohibited.
3. All persons must wear tops and appropriate footwear when using the Fitness Center equipment. Flip flops are not permitted. Make sure that your shoes do not have sand on them as this will damage the equipment.
4. The use of headphones is required and that use of personal sound devices will not be heard by others. Sound producing equipment supplied in the facility must be operated at a reasonable audio level.
5. Children ages 14 and older may use the Fitness Center equipment only when accompanied and supervised by a responsible adult.

### SAUNA AND STEAM ROOM

The Sauna and Steam Room equipment are for **use at your own risk**. Certain guidelines are necessary to regulate use of the equipment and prevent misuse of the facility.

1. Children ages 14 and older may use the Sauna and Steam rooms only when accompanied and supervised by a responsible adult.
2. Shower before entering the sauna or steam room.
3. Sit on a towel while in the sauna or steam room.
4. It is recommended that all persons consult with and follow the directions of his/her health care professional when using the Sauna and steam room. Limit use of sauna and steam room to a combined maximum of 15 minutes. Monitoring your physical condition during usage is essential. If you experience symptoms of over-exposure such as lightheadedness, dizziness, increased heart rate, nausea or extreme fatigue, leave immediately and sit until your body temperature returns to normal. Should symptoms



continue, consult your physician.

5. Smoking of any substance in sauna or steam room is prohibited.
6. When leaving turn lights off.

### **BARBEQUE GRILLS**

1. No person shall damage the grill or grill area.
2. The barbecue grills are available for the use and enjoyment of all Residents and Guests.
3. Please follow instructions for use posted at the grill area.
4. No one under 16 years of age may operate the barbecue grills.
5. Grill users are required to clean barbecue grills after use. All food debris must be bagged and removed from the barbecue grill area for disposal. A trash can is located by the grills.
6. Glass items are not permitted in this area.
7. When using tables it is the residents' responsibility to wipe off after each use.
8. Use only one (1) grill per unit— please be aware of others who desire to use the grills.
9. Do not leave grill unattended. Turn grill off after use.
10. There is a food cart which can be signed out at the Concierge's desk. This cart is for loading and unloading only.

### **BILLIARD ROOM**

1. The billiard equipment (pool cues, chalk, billiard balls, etc.) shall not be removed from the Billiard Room.
2. The Billiard Room is open for use from **7:00 a.m. until 11:00 p.m.**
3. Residents who use the billiard room must leave the facility in the condition in which they found it.
4. Children under age 14 must be accompanied and supervised by a responsible adult.



## PETS

1. Declaration of Condominium Section 17.3 Pets Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain no more than two(2) household pets in his or her Unit, to be limited to dog(s) or cat(s) with a total combined weight of not more than eighty (80) pounds at maturity (or other household pet defined as such and specifically permitted by the Board of Directors of the Association), provided it is not kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbors and is first registered with the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick- up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and shall be taken only within areas, if any, designated for such purpose by the Association. No pets may be kept in/on terraces when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules an regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section 17.3 shall not prohibit the keeping of fish or a caged household –type bird(s) in a Unit, provided that a bird (s) is not kept on Limited Common Elements an does not become a nuisance or annoyance to neighbors . Notwithstanding any of the foregoing, however, neither this Section 17.3, any other provision of this Declaration nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Unit to keep and use a seeing eye dog or other assistive animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

- a) Dogs and cats shall not be permitted outside the Owner's Unit unless attended by an adult and on a leash not more than six (6') feet long. Dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes.  
There is a designated dog / cat walk area located on the Condominium Property. This area is located on the northwest corner of the Condominium Property on Baymont Street, just west of the Rotunda. In no event shall a dog or cat be allowed on or about any recreational facilities contained within the Condominium Property; this includes the Pool, Pool Deck, Library, Billiard, and Fitness Rooms, etc.
4. No pet may be kept in or on balconies when the Owner is not in the Unit. Pet restrictions apply to all pets brought onto Condominium Property, whether permanent or transient.



5. Carry disposable dog waste bags with you when walking with your dog. It is important to remember that not picking up after your dog is a public health issue. Picking up is part of being a responsible pet owner and is just the right thing to do.

## LEASES

1. Leases as per Section 17.1-minimum lease is one month.
2. The number of individuals staying in the Unit (except temporary occupancy by visiting guests) as stated in the Declaration of Condominium: each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following person's and such person's families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual's lessee or sublessee, (ii) an officer, director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed the greater of six(6) persons in the entire Unit or two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.
3. All new Lessees are required to attend an Orientation as specified on the Lease Application.
4. Owner transfers his or her rights to use the common areas during the term of the Lease to Lessee.

## PROCEDURES FOR SHOWING UNITS FOR SALE

1. Units listed for sale may be shown by the homeowner or listing agent of the homeowner.
2. The listing agent or the homeowner must be present to accompany the prospective purchasers while on the property.



3. No "open houses" allowed.
4. No signage, balloons or other collateral material indicating that a Unit is for sale may be posted on the condominium property.
5. "Broker Events" must be prearranged with management, be restricted to no more than 10 persons, last no more than one hour, and comply with any parking instructions provided by association personnel. The owner or listing broker must accompany participants at all times during the event.
6. No Subleases are allowed.

### **ENFORCEMENT – Compliance Committee**

Florida Statute 718.303 (b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined, or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officers, director, employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, Florida Statute 718.303 and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation, or By-Laws, provided the following procedures are adhered to:

**Notice:** The Association shall notify the Owner and or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next compliance hearing at which time the Owner or occupant shall present reasons why penalties should not be imposed.



**Hearing:** The non-compliance shall be presented to the Board of Directors by the Compliance committee after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted.

**Fines:** The Board of Directors may impose fines against the applicable Unit Owner up to the maximum amount of \$100.00 per day per occurrence (or such greater amount as may be permitted by law from time to time).

**Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation.

**Payment of Fines:** Fines shall be paid to the Association not later than thirty (30) days after notice of the imposition thereof. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

**Non-exclusive Remedy:** These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled.